

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DISTRICT

STAGE 5 TRADING CORPORATION and
ANTHONY GIACOMIN, individually and
as managing partner of Stage 5 Trading
Corporation,

Plaintiffs,

v.

MORAD ASKAR, LENA ELKHATIB,
JAMES KESSICK, and
CONVERGENT TRADING LLC,

Defendants.

No. 19-cv-04695

Judge Andrea R. Wood

AGREED ORDER

The parties appeared before the Court through counsel on October 3, 2019. The Court recessed the hearing to allow the parties to arrive at an agreed protocol for access to various systems and accounts (“Systems”) that are necessary for the operation of Stage 5 Trading Corporation (“Stage 5”). The Systems identified by Plaintiffs are as follows:

- Zoho CRM and email;
- All Stage 5 company directories and drives on the company network;
- All email servers on which Stage 5’s email communications are maintained;
- All website hosting; and all Stage 5 computers.

The parties have agreed, and the Court has approved, that the protocol to be followed by Giacomini, Askar and Elkhatib shall be to allow Giacomini, Askar and Elkhatib equal access to the Systems identified. Accordingly,

1. Elkhatib and Askar shall immediately supply Giacomini with the necessary access credentials and passwords that will allow Giacomini or his representatives to modify the Systems. Giacomini shall supply Elkhatib and Askar with all necessary access

credentials and passwords that will allow them to view the system. In this way, Giacomini, Askar and Elkhatib shall have equal access to view all systems for Stage 5.

2. However, neither Giacomini or his agents or representatives, nor Askar, Elkhatib or their agents or representatives are permitted to (i) unilaterally change the access credentials and passwords, or (ii) modify the Systems in such manner as to remove or restrict the other parties' access to all or any part of the Systems. Any change to an access credential must be agreed upon by both the owners of Stage 5 (*i.e.*, Giacomini and Elkhatib). The purpose of this is to provide for complete transparency of the operation of Stage 5 to both 50% owners of Stage 5.
3. Askar will work with Giacomini and any necessary information technology specialists to resolve the modification of the routing and directing of emails messages and termination of the existing CRM ticket system immediately after Giacomini provides written direction regarding the precise issues to be addressed. Stage 5 will pay Askar for this and any other technical support that he provides at the rate of \$80/hour for normal turnaround or \$120/hour if asked to perform the service on an emergency basis.

Dated: October 15, 2019



Andrea R. Wood
United States District Judge